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7 *Attorney for Plaintiff*

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 CLERK U.S. DISTRICT COURT  
 CENTRAL DIST. OF CALIF.  
 LOS ANGELES

8 IN THE UNITED STATES DISTRICT COURT FOR THE  
 9 CENTRAL DISTRICT OF CALIFORNIA

10 AF HOLDINGS LLC,

11 Plaintiff,

12 v.

13 JOHN DOE

14 Defendant.

No.

CV12-07387 JFW(JX)

COMPLAINT

DEMAND FOR JURY TRIAL

15  
 16 Plaintiff AF Holdings LLC ("Plaintiff"), through its undersigned counsel, hereby files this  
 17 Complaint requesting damages and injunctive relief, and alleges as follows:

18 **NATURE OF THE CASE**

19 1. Plaintiff files this action for copyright infringement under the United States Copyright  
 20 Act and related contributory infringement and negligence claims under the common law to combat  
 21 the willful and intentional infringement of its creative works. Unidentified Defendant John Doe  
 22 ("Defendant"), whose name Plaintiff expects to ascertain during discovery, knowingly and illegally  
 23 reproduced and distributed Plaintiff's copyrighted Video by acting in concert with others via the  
 24 BitTorrent file sharing protocol and, upon information and belief, continues to do the same. In using  
 25 BitTorrent, Defendant's infringement actions furthered the efforts of numerous others in infringing on  
 26 Plaintiff's copyrighted works. The result: exponential viral infringement. Plaintiff seeks a permanent  
 27  
 28

1 injunction, statutory or actual damages, award of costs and attorney's fees, and other relief to curb  
2 this behavior.

### 3 THE PARTIES

4 2. Plaintiff AF Holdings LLC is a limited liability company organized and existing  
5 under the laws of the Federation of Saint Kitts and Nevis. Plaintiff is a holder of rights to various  
6 copyrighted works, and is the exclusive holder of the relevant rights with respect to the copyrighted  
7 creative work at issue in this Complaint.  
8

9 3. The copyrighted work at issue in this complaint is one of Plaintiff's adult  
10 entertainment videos, "Popular Demand" (the "Video").

11 4. Defendant's actual name is unknown to Plaintiff. Instead, Defendant is known to  
12 Plaintiff only by an Internet Protocol address ("IP address"), which is a number assigned to devices,  
13 such as computers, that are connected to the Internet. In the course of monitoring Internet-based  
14 infringement of its copyrighted content, Plaintiff's agents observed unlawful reproduction and  
15 distribution occurring over IP address 76.89.191.106 via the BitTorrent file transfer protocol.  
16 Plaintiff cannot ascertain Defendant's actual identity without limited expedited discovery.  
17

### 18 JURISDICTION AND VENUE

19 5. This Court has subject matter jurisdiction over Plaintiff's copyright infringement  
20 claim under 17 U.S.C. §§ 101, *et seq.*, (the Copyright Act), 28 U.S.C. § 1331 (actions arising under  
21 the laws of the United States), and 28 U.S.C. § 1338(a) (actions arising under an Act of Congress  
22 relating to copyrights). This Court has supplemental jurisdiction over Plaintiff's contributory  
23 infringement and negligence claims under 28 U.S.C. § 1367(a) because they are so related to  
24 Plaintiff's copyright infringement claim, which is within this Court's original jurisdiction, that the  
25 claims form part of the same case and controversy under Article III of the United States  
26 Constitution.  
27  
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1           6.       This Court has personal jurisdiction because, upon information and belief, Defendant  
2 either resides in or committed copyright infringement in the State of California. Plaintiff used  
3 geolocation technology to trace the IP address of the Defendant to a point of origin within the State  
4 of California. Geolocation is a method for ascertaining the likely geographic region associated with a  
5 given IP address at a given date and time. Although not a litmus test for personal jurisdiction, the use  
6 of geolocation gives Plaintiff good cause for asserting that personal jurisdiction is proper over the  
7 Defendant.  
8

9           7.       Venue is properly founded in this judicial district pursuant to 28 U.S.C. §§ 1391(b)  
10 and 1400(a) because Defendant resides in this District, may be found in this District, or a substantial  
11 part of the events giving rise to the claims in this action occurred within this District.  
12

### 13                               **BACKGROUND**

14           8.       BitTorrent is a modern file sharing method ("protocol") used for distributing data via  
15 the Internet.

16           9.       Traditional file transfer protocols involve a central server, which distributes data  
17 directly to individual users. This method is prone to collapse when large numbers of users request  
18 data from the central server, in which case the server can become overburdened and the rate of data  
19 transmission can slow considerably or cease altogether. In addition, the reliability of access to the  
20 data stored on a server is largely dependent on the server's ability to continue functioning for  
21 prolonged periods of time under high resource demands.  
22

23           10.      Standard P2P protocols involve a one-to-one transfer of whole files between a single  
24 uploader and single downloader. Although standard P2P protocols solve some of the issues  
25 associated with traditional file transfer protocols, these protocols still suffer from such issues as  
26 scalability. For example, when a popular file is released (e.g. an illegal copy of the latest blockbuster  
27 movie) the initial source of the file performs a one-to-one whole file transfer to a third party, who  
28



1 then performs similar transfers. The one-to-one whole file transfer method can significantly delay  
2 the spread of a file across the world because the initial spread is so limited.

3       11. In contrast, the BitTorrent protocol is a decentralized method of distributing data.  
4 Instead of relying on a central server to distribute data directly to individual users, the BitTorrent  
5 protocol allows individual users to distribute data among themselves. Further, the BitTorrent  
6 protocol involves breaking a single large file into many small pieces, which can be transferred much  
7 more quickly than a single large file and, in turn, redistributed much more quickly than a single large  
8 file. Moreover, each peer can download missing pieces of the file from multiple sources—often  
9 simultaneously—which causes transfers to be fast and reliable. After downloading a piece, a peer  
10 automatically becomes a source for the piece. This distribution method contrasts sharply with a one-  
11 to-one whole file transfer method.  
12

13       12. In BitTorrent vernacular, individual downloaders/distributors of a particular file are  
14 called peers. The group of peers involved in downloading/distributing a particular file is called a  
15 swarm. A server which stores a list of peers in a swarm is called a tracker. A computer program that  
16 implements the BitTorrent protocol is called a BitTorrent client. Each swarm is unique to a particular  
17 file.  
18

19       13. The BitTorrent protocol operates as follows. First, a user locates a small “torrent” file.  
20 This file contains information about the files to be shared and about the tracker, the computer that  
21 coordinates the file distribution. Second, the user loads the torrent file into a BitTorrent client, which  
22 automatically attempts to connect to the tracker listed in the torrent file. Third, the tracker responds  
23 with a list of peers and the BitTorrent client connects to those peers to begin downloading data from  
24 and distributing data to the other peers in the swarm. When the download is complete, the BitTorrent  
25 client continues distributing data to other peers in the swarm until the user manually disconnects  
26 from the swarm or the BitTorrent client otherwise does the same.  
27  
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1           14. The degree of anonymity provided by the BitTorrent protocol is extremely low.  
2 Because the protocol is based on peers connecting to one another, a peer must broadcast identifying  
3 information (i.e. an IP address) before it can receive data. Nevertheless, the actual names of peers in  
4 a swarm are unknown, as the users are allowed to download and distribute under the cover of their  
5 IP addresses.  
6

7           15. The BitTorrent protocol is an extremely popular method for transferring data. The  
8 size of swarms for popular files can reach into the tens of thousands of unique peers. A swarm will  
9 commonly have peers from many, if not every, state in the United States and several countries  
10 around the world. And every peer in the swarm participates in distributing the file to dozens,  
11 hundreds, or even thousands of other peers.  
12

13           16. The BitTorrent protocol is also an extremely popular method for unlawfully copying,  
14 reproducing, and distributing files in violation of the copyright laws of the United States. A broad  
15 range of copyrighted albums, audiovisual files, photographs, software, and other forms of media are  
16 available for illegal reproduction and distribution via the BitTorrent protocol.  
17

18           17. Efforts at combating BitTorrent-based copyright infringement have been stymied by  
19 BitTorrent's decentralized nature. Because there are no central servers to enjoin from unlawfully  
20 distributing copyrighted content, there is no primary target on which to focus anti-piracy efforts.  
21 Indeed, the same decentralization that makes the BitTorrent protocol an extremely robust and  
22 efficient means of transferring enormous quantities of data also acts to insulate it from anti-piracy  
23 measures. This lawsuit is Plaintiff's only practical means of combating BitTorrent-based  
24 infringement of the Video.  
25

### 26                           **ALLEGATIONS COMMON TO ALL COUNTS**

27           18. Plaintiff is the exclusive rights holder with respect to BitTorrent-based reproduction  
28 and distribution of the Video.

1           19. The Video is currently registered in the United States Copyright Office (Copyright  
2 No. PA0001754383). (See Exhibit A to Complaint.) On December 20, 2011, Plaintiff received the  
3 rights to this Video pursuant to an assignment agreement, a true and correct copy of that agreement  
4 is attached hereto as Exhibit B. (See Exhibit B to Complaint.)  
5

6           20. The torrent file used to access the copyrighted material was named in a manner that  
7 would have provided an ordinary individual with notice that the Video was protected by the  
8 copyright laws of the United States.

9           21. Plaintiff employs proprietary peer-to-peer network forensic software to perform  
10 exhaustive real time monitoring of the BitTorrent-based swarm involved in distributing the Video.  
11 This software is effective in capturing data about the activity of peers in a swarm and their infringing  
12 conduct.  
13

14           22. Defendant, using IP address 76.89.191.106, without Plaintiff's authorization or  
15 license, intentionally downloaded a torrent file particular to Plaintiff's Video, purposefully loaded  
16 that torrent file into his BitTorrent client—in this case, Azureus 4.6.0.2—entered a BitTorrent swarm  
17 particular to Plaintiff's Video, and reproduced and distributed the Video to numerous third parties.

18           23. Plaintiff's investigators detected Defendant's illegal download on  
19 2012-06-19 at 18:30:28 (UTC). However, this is a simply a snapshot observation of when the IP  
20 address was *observed* in the BitTorrent swarm; the conduct took itself place before and after this  
21 date and time.  
22

23           24. Defendant was part of a group of BitTorrent users or peers in a single swarm—a  
24 process generally described above—whose computers were collectively interconnected for the  
25 sharing of a particular unique file. The particular file a BitTorrent swarm is associated with has a  
26 unique file "hash"—i.e. a unique file identifier generated by an algorithm. The unique hash value in  
27  
28

1 this case is identified as 6C10F2DCFF52961B876AA592183103BAC958E989 (hereinafter "Hash  
2 Tag."), and common to all of the participants in the swarm.

3 **COUNT I – COPYRIGHT INFRINGEMENT**

4 25. Plaintiff hereby incorporates by reference each and every allegation contained in the  
5 preceding paragraphs as if fully set forth fully herein.

6 26. Defendant's conduct infringes upon Plaintiff's exclusive rights of reproduction and  
7 distribution that are protected under the Copyright Act.

8 27. Defendant knew or had constructive knowledge that his acts constituted copyright  
9 infringement of Plaintiff's Video.

10 28. Defendant's conduct was willful within the meaning of the Copyright Act:  
11 intentional, and with indifference to the Plaintiff's rights.

12 29. Plaintiff has been damaged by Defendant's conduct, including but not limited to  
13 economic and reputation losses. Plaintiff continues to be damaged by such conduct, and has no  
14 adequate remedy at law to compensate the Plaintiff for all of the possible damages stemming from  
15 the Defendant's conduct.

16 30. Plaintiff hereby reserves the right, pursuant to 17 U.S.C. § 504(c), to elect to recover  
17 statutory damages for each infringement, in lieu of seeking recovery of actual damages.

18 31. As Defendant's infringement was intentional and willful, Plaintiff is entitled to an  
19 award of statutory damages, exemplary damages, attorneys' fees, and the costs of the suit.

20 **COUNT II – CONTRIBUTORY INFRINGEMENT**

21 32. Plaintiff hereby incorporates by reference each and every allegation contained in the  
22 preceding paragraphs as if fully set forth fully herein.

23 33. When users in this unique swarm all possess the same infringing work with the same  
24 exact hash value, it is because each infringer possesses an exact digital copy, containing the exact  
25



1 bits and pieces unique to that specific file of Plaintiff's original copyrighted work. The only way  
2 this happens in a BitTorrent swarm is through the sharing of these bits and pieces of each same  
3 unique file, with the same unique hash value, between the users in the swarm. In essence, although  
4 hundreds of users may be uploading the copyrighted work, a single user will receive only the exact  
5 parts of a singular upload through that exact swarm, not a compilation of available pieces from  
6 various uploads.  
7

8 34. Defendant published the Hash Tag to the BitTorrent network.

9 35. Defendant downloaded, uploaded and distributed the Video to other BitTorrent users  
10 through use of the hash-specified protocol in the unique swarm.

11 36. As each of the thousands of people who illegally downloaded the movie accessed this  
12 illegal publication, they derived portions of their illegal replication of the file from multiple persons,  
13 including, but not limited to, Defendant.  
14

15 37. Defendant knew of the infringement, was conscious of his own infringement, and  
16 Defendant was fully conscious that his actions resulted in multiple other persons derivatively  
17 downloaded the file containing Plaintiff's Video.

18 38. The infringement by the other BitTorrent users could not have occurred without  
19 Defendant's participation in uploading Plaintiff's copyrighted works. As such, Defendant's  
20 participation in the infringing activities of others is substantial and contributed, for profit, to the  
21 infringing activity of thousands of other peers over the Internet across the world.  
22

23 39. Defendant profited from this contributory infringement by way of being granted  
24 access to a greater library of other infringing works, some of which belonged to Plaintiff and some  
25 of which belonged to other copyright owners.  
26  
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**COUNT III – NEGLIGENCE**

40. Plaintiff hereby incorporates by reference each and every allegation contained in the preceding paragraphs as if fully set forth fully herein.

41. Defendant accessed, or controlled access to, the Internet connection used in performing the unauthorized copying and sharing of Plaintiff's Video, proximately causing financial harm to Plaintiff.

42. Defendant had a duty to secure his Internet connection. Defendant breached that duty by failing to secure his Internet connection.

43. Reasonable Internet users take steps to secure their Internet access accounts preventing the use of such accounts for an illegal purpose. Defendant's failure to secure his Internet access account, thereby allowing for its illegal use, constitutes a breach of the ordinary care that a reasonable Internet account holder would do under like circumstances.

44. In the alternative, Defendant secured his connection, but permitted an unknown third party to use his Internet connection to infringe on Plaintiff's Video. Defendant knew, or should have known, that this unidentified individual used Defendant's Internet connection for the aforementioned illegal activities. Defendant declined to monitor the unidentified third-party infringer's use of his computer Internet connection, demonstrating further negligence.

45. In the alternative, Defendant knew of, and allowed for, the unidentified third party infringer's use of his Internet connection for illegal purposes and thus was complicit in the unidentified third party's actions.

46. Upon information and belief, Defendant's failure to secure his Internet access account directly allowed for the copying and sharing of Plaintiff's Video over the BitTorrent protocol through Defendant's Internet connection, and interfered with Plaintiff's exclusive rights in the copyrighted work.

48. By virtue of his unsecured access, Defendant negligently allowed the use of his Internet access account to perform the above-described copying and sharing of Plaintiff's copyrighted Video.

50. Defendant's negligent actions allow others to unlawfully copy and share Plaintiff's copyrighted Video, proximately causing financial harm to Plaintiff and unlawfully interfering with Plaintiff's exclusive rights in the Video.

51. Plaintiff hereby demands a jury trial in this case.

**WHEREFORE**, Plaintiff respectfully requests Judgment and relief as follows:

10  
COMPLAINT CASE NO.



1           2)     Judgment in favor of the Plaintiff against Defendant for actual damages or statutory  
2 damages pursuant to 17 U.S.C. § 504, at the election of Plaintiff, in an amount to be ascertained at  
3 trial;

4           3)     Order of impoundment under 17 U.S.C. §§ 503 & 509(a) impounding all infringing  
5 copies of Plaintiff's audiovisual works, photographs or other materials, which are in Defendant's  
6 possession or under his control;

7           4)     On Count II, an order that Defendant is jointly and severally liable to the Plaintiff in  
8 the full amount of Judgment on the basis of a common law claim for contributory infringement of  
9 copyright; for an award of compensatory damages in favor of the Plaintiff and against Defendant,  
10 jointly and severally, in an amount to be determined at trial;

11           5)     On Count III, an order that Defendant is jointly and severally liable to the Plaintiff in  
12 the full amount of Judgment on the basis of Defendant's negligence in allowing an unidentified third  
13 party access his Internet account and, through it, violate Plaintiff's copyrighted works; for an award  
14 of compensatory damages in favor of the Plaintiff and against Defendant, jointly and severally, in an  
15 amount to be determined at trial;

16           6)     Judgment in favor of Plaintiff against the Defendant awarding the Plaintiff attorneys'  
17 fees, litigation expenses (including fees and costs of expert witnesses), and other costs of this action;  
18 and  
19

20           7)     Judgment in favor of the Plaintiff against Defendant, awarding Plaintiff declaratory  
21 and injunctive or other equitable relief as may be just and warranted under the circumstances.  
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Respectfully Submitted,

PRENDA LAW INC.

**DATED: August 22, 2012**

By: /s/ Brett L. Gibbs

Brett L. Gibbs, Esq. (SBN 251000)  
Of Counsel to Prenda Law Inc.  
38 Miller Avenue, #263  
Mill Valley, CA 94941  
blgibbs@wefightpiracy.com  
*Attorney for Plaintiff*

**DEMAND FOR A JURY TRIAL**

Plaintiff hereby demands a jury trial as provided by FRCP 38(a).

By: /s/ Brett L. Gibbs

Brett L. Gibbs, Esq. (SBN 251000)

*Attorney for Plaintiff*



# EXHIBIT A

**Copyright**

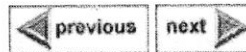
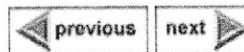
United States Copyright Office

[Help](#)[Search](#)[History](#)[Titles](#)[Start Over](#)**Public Catalog**

Copyright Catalog (1978 to present)

Search Request: Left Anchored Copyright Number = PA0001754383

Search Results: Displaying 1 of 1 entries

**Labeled View*****Popular Demand.*****Type of Work:** Motion Picture**Registration Number / Date:** PA0001754383 / 2011-08-09**Application Title:** Popular Demand.**Title:** Popular Demand.**Description:** Videodisc (DVD)**Copyright Claimant:** Heartbreaker Digital LLC. Address: 512 Windmill Lane #311, Las Vegas, NV, 89123.**Date of Creation:** 2011**Date of Publication:** 2011-07-27**Nation of First Publication:** United States**Authorship on Application:** Heartbreaker Digital LLC, employer for hire; Domicile: United States; Citizenship: United States. Authorship: entire motion picture.**Names:** Heartbreaker Digital LLC**Save, Print and Email ([Help Page](#))**Select Download Format **Full Record** **Format for Print/Save**Enter your email address: **Email**[Help](#) [Search](#) [History](#) [Titles](#) [Start Over](#)

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# EXHIBIT B



### **COPYRIGHT ASSIGNMENT AGREEMENT**

This Copyright Assignment Agreement is dated effective as of December 20, 2011, by and among Heartbreaker Digital LLC ("Assignor") and AF Holdings, LLC, a Nevis limited liability company ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns, conveys and otherwise transfers to Assignee, and its respective successors, licensees, and assigns, all rights, title and interest worldwide in and to that certain work titled "Popular Demand" and associated with copyright registration number PA0001754383 (collectively the "Work") and all proprietary rights therein, including, without limitation, all copyrights, trademarks, design patents, trade secret rights, moral rights, and all contract and licensing rights, and all claims and causes of action of respect to any of the foregoing, whether now known or hereafter to become known. In the event Assignor has any right in the Work which cannot be assigned, Assignor agrees to waive enforcement worldwide of such right against Assignee, its distributors, and customers or, if necessary, exclusively license such right worldwide to Assignee. These rights may be assigned by Assignee.

2. **Representations and Warranties.** Assignor represents and warrants that: (a) the Work was created solely by Assignor, Assignor's full-time employees during the course of their employment, or independent contractors who assigned all right, title and interest in their work to Assignor; (b) Assignor is the owner of all rights, title and interest in the tangible forms of the Work and all intellectual property rights protecting them; (c) the Work and the intellectual property rights protecting them are free and clear of all encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions; (d) the use, reproduction, distribution, or modification of the Work does not and will not violate the rights of any third parties in the Work including, but not limited to, trade secrets, publicity, privacy, copyrights, and patents; (e) the Work is not in the public domain; and (f) Assignor has full power and authority to make and enter into this Agreement. Assignor agrees to defend, indemnify, and hold harmless Assignee, its officers, directors and employees for any claims, suits or proceedings alleging breach of these warranties.

3. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, written or oral.

4. **Modifications.** This Agreement may be modified only by a written agreement signed by both Assignor and Assignee.

5. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the State of California and the Ninth Circuit, without giving effect to any conflicts of laws principles.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge John F. Walter and the assigned discovery Magistrate Judge is Jacqueline Chooljian.

The case number on all documents filed with the Court should read as follows:

**CV12- 7387 JFW (JCx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.



UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) AF HOLDINGS LLC	<b>DEFENDANTS</b> JOHN DOE  (Unknown)
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  Brett L. Gibbs, Of Counsel to Prenda Law, Inc. 38 Miller Avenue, #263 Mill Valley, CA 94941 (415) 325-5900	<b>Attorneys (If Known)</b>

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:40%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:30%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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**IV. ORIGIN** (Place an X in one box only.)  
☒ 1 Original Proceeding     ☐ 2 Removed from State Court     ☐ 3 Remanded from Appellate Court     ☐ 4 Reinstated or Reopened     ☐ 5 Transferred from another district (specify):     ☐ 6 Multi-District Litigation     ☐ 7 Appeal to District Judge from Magistrate Judge
   
  
**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☒ Yes     ☐ No (Check 'Yes' only if demanded in complaint.)  
**CLASS ACTION under F.R.C.P. 23:** ☐ Yes     ☒ No     **MONEY DEMANDED IN COMPLAINT: \$** \_\_\_\_\_
   
  
**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 17 U.S.C. Sections 121 et al.
   
  
**VII. NATURE OF SUIT** (Place an X in one box only )
 

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <input checked="" type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV12-07387

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.



UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes  
If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes  
If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or  
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	St. Kitts and Nevis

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Unknown -- Geolocation tracks IP Address to Los Angeles County	

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Unknown -- Geolocation tracks IP Address to Los Angeles County	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note:** In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): /s/ Brett L. Gibbs Date August 22, 2012

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

6. Severability. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

7. Assignment. Assignee may assign or otherwise transfer this Agreement without consent or notice.

8. Perfection. Assignors agree at the request and expense of Assignee to execute any documents or perform any actions which Assignee may request to perfect this assignment or otherwise implement this Agreement. Assignor agrees that this assignment may be submitted by Assignee to the United States Copyright Office to reflect the assignment.

9. Confidentiality. Neither party shall reveal the terms of this Agreement to any third party unless ordered to do so by a court of competent jurisdiction.

10. Jurisdiction. Each party agrees to submit to the exclusive personal jurisdiction and venue of the courts of the Island of Nevis with respect to any disputes arising hereunder.

Agreed and Accepted as of the first date written above.



Raymond Rogers, on behalf of:

Assignor  
Heartbreaker Digital LLC



Alan Cooper, on behalf of:

Assignee  
AF Holdings, LLC